

# Exhibit A

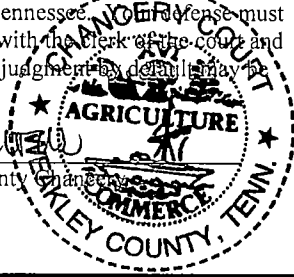
**COPY**

<b>Weakley County Chancery</b> <b>PO Box 197</b> <b>116 West Main Street</b> <b>Dresden, TN 38225</b> <b>(731)364-3454</b>	<b>STATE OF TENNESSEE</b> <b>CIVIL SUMMONS</b> page 1 of 1	<b>Case Number</b> <b>92CH1-2023-CV-25549</b>
<b>MCKENZIE MEDICAL CENTER, PC; WMC PARTNERSHIP, LLC, vs SELECTIVE INSURANCE COMPANY OF SOUTH CAROLINA</b>		
Served On:		
<b>SELECTIVE INSURANCE COMPANY OF SOUTH CAROLINA</b>  <b>NAIC CODE CODE 19259</b>	<b>3426 TORINGDON WAY</b> <b>CHARLOTTE, NC 28277</b>	

You are hereby summoned to defend a civil action filed against you in Weakley County Chancery, Weakley County, Tennessee. Your defense must be made within thirty (30) days from the date this summons is served upon you. You are directed to file your defense with the clerk of the court and send a copy to the plaintiff's attorney at the address listed below. If you fail to defend this action by the required date, judgment by default may be rendered against you for the relief sought in the complaint.

Issued: 2/17/2023

*Regina VanCleave*  
 Clerk / Deputy Clerk - Weakley County Chancery



Attorney for Plaintiff: DRAYTON BERKLEY  
1255 LYNNFIELD ROAD STE 226, Memphis, TN 38119

#### NOTICE OF PERSONAL PROPERTY EXEMPTION

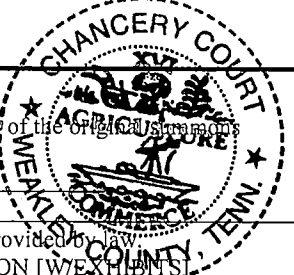
TO THE DEFENDANT(S): Tennessee law provides a ten thousand dollar (\$10,000) personal property exemption as well as a homestead exemption from execution or seizure to satisfy a judgment. The amount of the homestead exemption depends upon your age and the other factors which are listed in TCA §26-2-301. If a judgment should be entered against you in this action and you wish to claim property as exempt, you must file a written list, under oath, of the items you wish to claim as exempt with the clerk of the court. The list may be filed at any time and may be changed by you thereafter as necessary; however, unless it is filed before the judgment becomes final, it will not be effective as to any execution or garnishment issued prior to the filing of the list. Certain items are automatically exempt by law and do not need to be listed; these include items of necessary wearing apparel (clothing) for yourself and your family and trunks or other receptacles necessary to contain such apparel, family portraits, the family Bible, and school books. Should any of these items be seized you would have the right to recover them. If you do not understand your exemption right or how to execute it, you may wish to seek the counsel of a lawyer. Please state file number on list.

Mail list to Regina VanCleave, Weakley County Chancery Clerk, Weakley County  
 PO Box 197, 116 WEST MAIN ST., DRESDEN, 38225

#### CERTIFICATION (IF APPLICABLE)

I, Regina VanCleave, Weakley County Chancery Clerk of Weakley County do certify this to be a true and correct copy of the original summons issued in this case.  
 Date: 2-17-2023

*Regina VanCleave*  
 Clerk / Deputy Clerk - Weakley County Chancery



OFFICER'S RETURN: Please execute this summons and make your return within ninety (90) days of issuance as provided by law.

I certify that I have served this summons together with the complaint as follows: REQUEST FOR UMPIRE SELECTION [WEXHIBITS]

Date: \_\_\_\_\_

By: \_\_\_\_\_

Please Print: Officer, Title

Agency Address \_\_\_\_\_

Signature \_\_\_\_\_

RETURN ON SERVICE OF SUMMONS BY MAIL: I hereby certify and return that on \_\_\_\_\_, I sent postage prepaid, by registered return receipt mail or certified return receipt mail, a certified copy of the summons and a copy of the complaint in the above styled case, to the defendant \_\_\_\_\_. On \_\_\_\_\_ I received the return receipt, which had been signed by \_\_\_\_\_ on \_\_\_\_\_. The return receipt is attached to this original summons to be filed by the Court Clerk.

Date: \_\_\_\_\_

Notary Public / Deputy Clerk (Comm. Expires \_\_\_\_\_)

Signature of Plaintiff \_\_\_\_\_

Plaintiff's Attorney (or Person Authorized to Serve Process)

(Attach return receipt on back)

ADA: If you need assistance or accommodations because of a disability, please call Courtney McMinn, ADA Coordinator, at (731)364-3455

Rev. 8/05/10

IN THE CHANCERY COURT OF WEAKLEY COUNTY, TENNESSEE FOR THE  
TWENTY-SEVENTH JUDICIAL DISTRICT AT DRESDEN WEAKLEY COUNTY

MCKENZIE MEDICAL CENTER, PC &  
WMC PARTNERSHIP, LLC,

Petitioners

v.

SELECTIVE INSURANCE COMPANY  
OF SOUTH CAROLINA,

Respondents

CASE NO. 25549

**FILED**  
FEB 17 2023  
TIME 9:30am  
*[Signature]*  
CLERK & MASTER

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**REQUEST FOR UMPIRE SELECTION**

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McKenzie Medical Center, PC / WMC Partnership, LLC ("Petitioner's"), by and through their counsel, and pursuant to the terms of their insurance policy, respectfully request the Honorable Judge of this court having jurisdiction select a competent and impartial Umpire, and in support thereof states as follows:

**PARTIES, JURISDICTION AND VENUE**

1. Selective Insurance Company of South Carolina (Respondent) is a foreign insurance company located at 3426 Toringdon Way, Charlotte, North Carolina 28277. and authorized to perform insurance related business activities in Tennessee; and McKenzie Medical Center, PC / WMC Partnership, LLC are Tennessee Partnerships located at 205-A Hospital Drive McKenzie, Tennessee 38201-1649 and doing business as medical offices.
2. The Honorable Chancellor of this court is authorized to select an Umpire by mutual consent of the parties pursuant to the terms of the appraisal provision of the policy of insurance.

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For purposes of judicial economy, only the Declarations Pages, Appraisal Provisions, and Loss Payment of the insurance Policy form are attached as Exhibit A to preclude the necessity for the Court to "rifle through" the voluminous policy to locate the limited provisions which are relevant to this proceeding.

3. Respondents insured the building of the Petitioner's located at 136 S. Wilson St Dresden, Tennessee 38225, under Businessowners Insurance Policy No. S 2112243, subject to the terms, conditions, and exclusions set forth in the policy and endorsements. See Exhibit "A"

### FACTS

4. This matter involves a loss and claim for damages to 136 S. Wilson St Dresden, Tennessee 38225. "Loss Location" from a tornado that occurred on or around December 11, 2021. ("Subject loss"), and Respondents issued Claim Number 22295614 under policy No: S 2112243 in connection with the Subject Loss, and Respondents have extended coverage for the peril of tornado and paid certain amounts for the loss to Petitioners.

5. The Petitioner's insurance policy contains an appraisal provision on Page 24 of 53 that states, in pertinent part, as follows:

#### E. Property Loss Conditions

##### 2. Appraisal

If we and you disagree on the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim. See Exhibit "A 1".

6. The policy language in the "Loss Payment" terms listed on pages 25-27, further states, in pertinent part, that,

##### 5. Loss Payment

In the event of loss or damage covered by this policy:

- g. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, provided you have complied with all of the terms of this policy, and:
  - (1) We have reached agreement with you on

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<sup>1</sup>For purposes of judicial economy, only the Declarations Pages, Appraisal Provisions, and Loss Payment of the insurance Policy form are attached as Exhibit A to preclude the necessity for the Court to "rifle through" the voluminous policy to locate the limited provisions which are relevant to this proceeding.

the amount of loss; or

(2) An appraisal award has been made. See Exhibit "A2" Pages 3-5.

7. A disagreement arose regarding the amount of loss and Petitioners submitted a written demand for appraisal on July 18, 2022 and the parties named their respective appraisers. Exhibit "A 3"

8. An extended amount of time has now passed and the two appraisers have been unable to agree upon an Umpire as required, therefore, and pursuant to the appraisal provision, either party may request that the umpire selection be made by a judge of a court having jurisdiction.

9. Both parties are entitled to an expeditious appraisal, pursuant to the policy language, with two competent and impartial appraisers and a competent and impartial umpire, as these three are essential to an effective and fair process to determine the amount of loss.

#### UMPIRE QUALIFICATIONS

10. Although the policy does not outline the criteria to be used in the umpire selection process, "Generally accepted insurance principles dictate only that 'an umpire selected to arbitrate a loss should be disinterested, unprejudiced, honest, and competent.'" *Brothers v. Generali U.S. Branch*, No. CIV.A.1:97-CV-798-MHS, 1997 WL 578681, at \*3 (N.D. Ga. July 11, 1997) (quoting 6 Appleman, Insurance Law and Practice § 3928, at 554 (1972)). The umpire "should be impartial, honest, and competent, and should not live an unreasonable distance from the scene of the loss." *Corpus Juris Secundum*, Insurance § 1897 (2011) See, e.g. 6 Appleman, Insurance Law and Practice §3928, at 554 (1972); *Corpus Juris Secundum*, Insurance §1897

11. Petitioner proposes the individuals below who are well-qualified, have no business or personal relationships with either party, and meet the criteria described herein.

- a) Scott Heidelberg: TN Certified PLAN Ump/Appr- CV
- b) Andy Fraraccio: Intrust Claims – CV

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<sup>1</sup>For purposes of judicial economy, only the Declarations Pages, Appraisal Provisions, and Loss Payment of the insurance Policy form are attached as Exhibit A to preclude the necessity for the Court to "rifle through" the voluminous policy to locate the limited provisions which are relevant to this proceeding.

- c) Zach Baker: TN - The David Group - Certified Umpire - CV
- d) Mary Jo O'Neal: TN/Ind. Adj./- Certified Umpire-CV
- e) Joe Harmon: TN - Restoration General Contractor Certified Umpire - CV
- f) David Hilsdon: Lic. Engineer, P.E. TN - CV

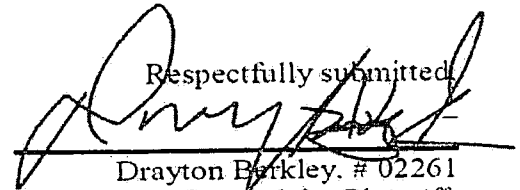
12. Copies of available resumes for the candidates shown as Exhibit "C".

13. No hearing is requested at this time unless the court deems it necessary, if so we would ask that said hearing be set at the earliest possible time as such hearings are relatively brief.

WHEREFORE, and, by counsel, Petitioner respectfully requests the Honorable Chancellor of this court to act as authorized by consent of the parties:

- (a) Select one of the proposed qualified umpire candidates to serve as Umpire in the foregoing appraisal matter, or
- (b) In the alternative, name a local competent and truly impartial umpire who has experience in the appraisal process and proper methods of construction and whom does not have business relationships or other conflicts with either of the parties.
- (c) Enter an order directing the appraisers to submit their differences to the umpire within fifteen days, and that a executed award be rendered by the Umpire within 60 days of the order.
- (d) That payment of the award be rendered by the Respondents pursuant to the Loss Payment section of the policy, and
- (e) That the court grant any or other further relief deemed necessary and proper.

Respectfully submitted,



Drayton Berkley, # 02261  
Counsel for Plaintiffs  
The Berkley Law Firm, PLLC  
1255 Lynnfield Road Ste 226  
Memphis, TN 38119,  
Phone: 901-322-8706  
[attorneyberkley@gmail.com](mailto:attorneyberkley@gmail.com)

**Certificate of Service**

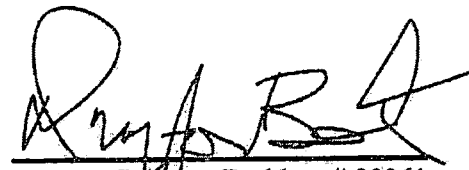
I hereby certify that a true and correct copy of the foregoing has been sent VIA ELECTRONIC MAIL ONLY as noted below:

Nathan Plassman  
P.O. Box 7264 London, KY 40742  
Phone#: 615-761-8874  
[nathan.plassman@selective.com](mailto:nathan.plassman@selective.com)  
*Carrier Adjuster*

Ben Perry, MBA  
2650 N. Dixie Freeway  
New Smyrna Beach, FL 32168  
Office (386) 314-0074  
Cell (229) 560-2713  
Fax (386) 961-4344  
[benp@coastalclaims.net](mailto:benp@coastalclaims.net)  
*Appraiser for Petitioners*

Chris Green  
Green Building Consulting  
Phone: 615-715-0618  
[chris@green-bcs.com](mailto:chris@green-bcs.com)  
*Appraiser for Respondent*

This is the 16<sup>th</sup> day of February, 2023.

  
Rayon Berkley, # 02261  
*Counsel for Plaintiffs*  
The Berkley Law Firm, PLLC

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'For purposes of judicial economy, only the Declarations Pages, Appraisal Provisions, and Loss Payment of the insurance Policy form are attached as Exhibit A to preclude the necessity for the Court to "rifle through" the voluminous policy to locate the limited provisions which are relevant to this proceeding.



**EXHIBIT "A"****Policy Declarations**

Issued by The Stock Insurance Company

Policy Number

S 2112243

SELECTIVE INSURANCE COMPANY OF SOUTH CAROLINA  
3426 TORINGDON WAY, CHARLOTTE, NC 28277**COMMERCIAL POLICY COMMON DECLARATION**

<b>Named Insured and Address</b> MCKENZIE MEDICAL CENTER PC, WMC PARTNERSHIP LLC 205A HOSPITAL DR MC KENZIE, TN 38201-1649	<b>Policy Period</b> From: OCTOBER 1, 2021 To: OCTOBER 1, 2022 12:01 A.M Standard Time At Location of Designated Premises.
<b>Named Insured is:</b> PARTNERSHIP	<b>Producer Number:</b> 00-41005-00000
<b>Producer:</b> VAN METER INSURANCE GROUP TENNESSEE	

**Schedule of Coverage**
COMMERCIAL AUTOMOBILE COVERAGE  
BUSINESSOWNERS COVERAGE  
COMMERCIAL UMBRELLA COVERAGE

PREMIUM INCLUDES TERRORISM - CERTIFIED ACTS \$711.00  
PREMIUM INCLUDES TERRORISM - AUTO \$88.00

In return for payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance indicated in the schedule above. Insurance is provided only for those coverages for which a specific limit is shown on the attached coverage declaration(s).

<b>PAYMENT METHOD</b>	<b>Total Policy Premium</b> <u>\$40,757.00</u>
D/B - 10	(This premium may be subject to adjustment.)

Date Issued: NOVEMBER 17, 2021  
Issuing Office: SOUTHERN REGION

Authorized Representative \_\_\_\_\_

IL-7025 (11/89)

INSURED'S COPY



Policy Number

S 2112243

**SCHEDULE OF LOCATIONS**

Policy Effective Date: OCTOBER 1, 2021		Schedule Effective Date: OCTOBER 1, 2021	
Prem. No.	Location	Bldg. No.	Occupancy
1	205 HOSPITAL DR MC KENZIE, TN 38201	1	MEDICAL OFFICE
2	62 HOSPITAL DR MC KENZIE, TN 38201	1	Medical Office
3	136 S WILSON ST DRESDEN, TN 38225	1	Medical Office
5	105 N CEDAR ST GLEASON, TN 38229	1	MEDICAL OFFICE
6	30810 BROAD ST BRUCETON, TN 38317	1	OFFICE
7	306 HIGHWAY 641 N CAMDEN, TN 38320	1	MEDICAL CTR
8	1894 CEDAR ST MC KENZIE, TN 38201	1	MEDICAL OFFICE
9	205 COURT SQ HUNTINGDON, TN 38344	1	MEDICAL OFFICE

# APPRAISAL DEMAND

Selective Insurance Company of America  
**Nathan Plassman**  
P.O. Box 7264  
London, KY 40742  
Phone#: 615-761-8874  
Fax#: 877-233-0917  
[Nathan.Plassman@Selective.com](mailto:Nathan.Plassman@Selective.com)

July 18, 2022

RE:	<b>Insured:</b>	<b>Mckenzie Medical Center PC, WMC Partnership LLC</b>
	<b>Claim Number:</b>	<b>22295614</b>
	<b>Policy Number:</b>	<b>S2112243</b>

**Nathan:**

In accordance with the Appraisal provision in the above-mentioned policy, and as noted below, there is a dispute regarding the Amount of Loss, and within the policy specific language of appraisal, and as follows:

## **2. Appraisal:**

*If we and you disagree on the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:*

- a. Pay its chosen appraiser; and*
  - b. Bear the other expenses of the appraisal and umpire equally.*
- If there is an appraisal, we will still retain our right to deny the claim.*

We formally demand Appraisal of The Amount of Loss included in all Coverages and resulting from the covered peril - and designate the following appraiser:

**Ben Perry**  
[ebenperry@me.com](mailto:ebenperry@me.com)  
Phone: 229-560-2713

Accordingly, please designate your Appraiser as described within the provision and have him/her contact Mr. Perry to proceed accordingly in choosing an umpire. I would also request that you keep our Public Adjuster informed and copied going forward.

Sincerely,



Mckenzie Medical Center, PC

cc: w. griffin  
b. perry  
n. plassman

- b. The amount of increase is calculated as follows:

(1) Multiply the Building limit that applied on the most recent of the policy inception date, the policy anniversary date or any other policy change amending the Building limit by:

(a) The percentage of annual increase shown in the Declarations, expressed as a decimal (example: 7% is .07); or

(b) .08, if no percentage of annual increase is shown in the Declarations; and

(2) Multiply the number calculated in accordance with b.(1) by the number of days since the beginning of the current policy year, or the effective date of the most recent policy change amending the Building limit, divided by 365.

**Example**

If:

The applicable Building limit is \$100,000.  
The annual percentage increase is 8%.  
The number of days since the beginning of the policy year (or last policy change) is 146.

The amount of increase is

$$\$100,000 \times .08 \times 146 \div 365 = \$3,200.$$

**5. Business Personal Property Limit - Seasonal Increase**

- a. Subject to Paragraph 5.b., the Limit of Insurance for Business Personal Property is automatically increased by:

(1) The Business Personal Property - Seasonal Increase percentage shown in the Declarations; or

(2) 25% if no Business Personal Property - Seasonal Increase percentage is shown in the Declarations;

to provide for seasonal variances.

- b. The increase described in Paragraph 5.a. will apply only if the Limit Of Insurance shown for Business Personal Property in the Declarations is at least 100% of your average monthly values during the lesser of:

(1) The 12 months immediately preceding the date the loss or damage occurs; or

(2) The period of time you have been in business as of the date the loss or damage occurs.

**D. Deductibles**

1. We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the Deductible shown in the Declarations. We will then pay the amount of loss or damage in excess of the Deductible up to the applicable Limit of Insurance of Section I — Property.

2. Regardless of the amount of the Deductible, the most we will deduct from any loss or damage under all of the following Optional Coverages in any one occurrence is the Optional Coverage Deductible shown in the Declarations:

- a. Money and Securities;
- b. Employee Dishonesty;
- c. Outdoor Signs; and
- d. Forgery or Alteration.

But this Optional Coverage Deductible will not increase the Deductible shown in the Declarations. This Deductible will be used to satisfy the requirements of the Deductible in the Declarations.

3. No deductible applies to the following Additional Coverages:

- a. Fire Department Service Charge;
- b. Business Income;
- c. Extra Expense;
- d. Civil Authority; and
- e. Fire Extinguisher Systems Recharge Expense.

**E. Property Loss Conditions**

**1. Abandonment**

There can be no abandonment of any property to us.

**2. Appraisal**

If we and you disagree on the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

**3. Duties In The Event Of Loss Or Damage**

a. You must see that the following are done in the event of loss or damage to Covered Property:

- (1) Notify the police if a law may have been broken.
- (2) Give us prompt notice of the loss or damage. Include a description of the property involved.
- (3) As soon as possible, give us a description of how, when and where the loss or damage occurred.
- (4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limits of Insurance of Section I — Property. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
- (5) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.
- (6) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.  
Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
- (7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
- (8) Cooperate with us in the investigation or settlement of the claim.
- (9) Resume all or part of your "operations" as quickly as possible.

b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

**4. Legal Action Against Us**

No one may bring a legal action against us under this insurance unless:

- a. There has been full compliance with all of the terms of this insurance; and
- b. The action is brought within two years after the date on which the direct physical loss or damage occurred.

**5. Loss Payment**

In the event of loss or damage covered by this policy:

- a. At our option, we will either:
  - (1) Pay the value of lost or damaged property;
  - (2) Pay the cost of repairing or replacing the lost or damaged property;
  - (3) Take all or any part of the property at an agreed or appraised value; or
  - (4) Repair, rebuild or replace the property with other property of like kind and quality, subject to Paragraph d.(1)(e) below.
- b. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
- c. We will not pay you more than your financial interest in the Covered Property.
- d. Except as provided in Paragraphs (2) through (7) below, we will determine the value of Covered Property as follows:
  - (1) At replacement cost without deduction for depreciation, subject to the following:
    - (a) If, at the time of loss, the Limit of Insurance on the lost or damaged property is 80% or more of the full replacement cost of the property immediately before the loss, we will pay the cost to repair or replace, after application of the deductible and without deduction for depreciation, but not more than the least of the following amounts:
      - (i) The Limit of Insurance under Section I — Property that applies to the lost or damaged property;

(ii) The cost to replace, on the same premises, the lost or damaged property with other property:

- i. Of comparable material and quality; and
- ii. Used for the same purpose; or

(iii) The amount that you actually spend that is necessary to repair or replace the lost or damaged property.

If a building is rebuilt at a new premises, the cost is limited to the cost which would have been incurred had the building been built at the original premises.

(b) If, at the time of loss, the Limit of Insurance applicable to the lost or damaged property is less than 80% of the full replacement cost of the property immediately before the loss, we will pay the greater of the following amounts, but not more than the Limit of Insurance that applies to the property:

- (i) The actual cash value of the lost or damaged property; or
- (ii) A proportion of the cost to repair or replace the lost or damaged property, after application of the deductible and without deduction for depreciation. This proportion will equal the ratio of the applicable Limit of Insurance to 80% of the full replacement cost of the property.

#### Example

The full replacement cost of property which suffers a total loss is \$100,000. The property is insured for \$70,000. 80% of the full replacement cost of the property immediately before the loss is \$80,000 ( $\$100,000 \times .80 = \$80,000$ ). A partial loss of \$25,000 is sustained. The amount of recovery is determined as follows:

Amount of recovery

$$\$70,000 \div \$80,000 = .875$$

$$.875 \times \$25,000 = \$21,875$$

(c) You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim on a replacement cost basis if you notify us of your intent to do so within 180 days after the loss or damage.

(d) We will not pay on a replacement cost basis for any loss or damage:

- (i) Until the lost or damaged property is actually repaired or replaced; and
- (ii) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage.

However, if the cost to repair or replace the damaged building property is \$2,500 or less, we will settle the loss according to the provisions of Paragraphs d.(1)(a) and d.(1)(b) above whether or not the actual repair or replacement is complete.

(e) The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property.

(2) If the Actual Cash Value - Buildings option applies, as shown in the Declarations, Paragraph (1) above does not apply to Buildings. Instead, we will determine the value of Buildings at actual cash value.

(3) The following property at actual cash value:

- (a) Used or secondhand merchandise held in storage or for sale;
- (b) Property of others. However, if an item(s) of personal property of others is subject to a written contract which governs your liability for loss or damage to that item(s), then valuation of that item(s) will be based on the amount for which you are liable under such contract, but not to exceed the lesser of the replacement cost of the property or the applicable Limit of Insurance;

- (c) Household contents, except personal property in apartments or rooms furnished by you as landlord;
  - (d) Manuscripts; and
  - (e) Works of art, antiques or rare articles, including etchings, pictures, statuary, marble, bronzes, porcelain and bric-a-brac.
- (4) Glass at the cost of replacement with safety glazing material if required by law.
- (5) Tenants' improvements and betterments at:
- (a) Replacement cost if you make repairs promptly.
  - (b) A proportion of your original cost if you do not make repairs promptly. We will determine the proportionate value as follows:
    - (i) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and
    - (ii) Divide the amount determined in (i) above by the number of days from the installation of improvements to the expiration of the lease.

If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure.
  - (c) Nothing if others pay for repairs or replacement.
- (6) Applicable only to the Optional Coverages:
- (a) "Money" at its face value; and
  - (b) "Securities" at their value at the close of business on the day the loss is discovered.
- (7) Applicable only to accounts receivable:
- (a) If you cannot accurately establish the amount of accounts receivable outstanding as of the time of loss or damage:
    - (i) We will determine the total of the average monthly amounts of accounts receivable for the 12 months immediately preceding the month in which the loss or damage occurs; and
    - (ii) We will adjust that total for any normal fluctuations in the amount of accounts receivable for the month in which the loss or damage occurred or for any demonstrated variance from the average for that month.
  - (b) The following will be deducted from the total amount of accounts receivable, however that amount is established:
    - (i) The amount of the accounts for which there is no loss or damage;
    - (ii) The amount of the accounts that you are able to reestablish or collect;
    - (iii) An amount to allow for probable bad debts that you are normally unable to collect; and
    - (iv) All unearned interest and service charges.
- e. Our payment for loss of or damage to personal property of others will only be for the account of the owners of the property. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
- f. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
- g. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, provided you have complied with all of the terms of this policy, and:
- (1) We have reached agreement with you on the amount of loss; or
  - (2) An appraisal award has been made.



## **HEIDELBERG & MULLENS, INC**

INSURANCE CLAIMS CONSULTING, APPRAISAL, & UMPIRE SERVICES

William Scott Heidelberg, President

PH: 731.225.4187



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### **Background**

Mr. Heidelberg has a long history in residential and commercial general construction. He has lengthy experience in construction techniques and materials, having been self-employed in the industry since 1991. Mr. Heidelberg started in the construction industry as a framing employee for a residential development company in 1989 and continued form his own construction company in 1991, in which he performed as a sub-contractor and general contractor for twenty years.

Mr. Heidelberg has been a licensed independent insurance adjuster since 2005 and has adjusted thousands of claims that range from simple residential to extremely complex commercial and industrial claims. He has been an advocate for both the insurer as an IA and an advocate for the insured as a restoration contractor.

Mr. Heidelberg has been trained in applied electricity, heating, ventilating and air conditioning, as well as plumbing by a major mechanical contractor and held a related position for more than five years. He is knowledgeable in codes for building and mechanical trades.

Mr. Heidelberg currently performing inspections, documentation, and analysis of peril related damage, maintenance related damage, building envelope related failures and damage including roofs, cladding, windows, doors and water proofing systems. He is currently accepting assignments as appraiser for insurers and insureds in simple and complex disputes. He is currently accepting appointments as umpire in simple and complex appraisals. He is experienced in premises liability evaluation and surveys pertaining to insurance underwriting. These inspections encompass residential, commercial, industrial, civic, religious, hospitality, and multi-family residential building types.

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### **Professional Construction Experience**

#### **Mid-South Services. Inc, Jackson, Tennessee 2007-2010**

- Operating Partner
- Specializing in renovations of residential dwelling and insurance restoration construction.
- Wind, Water and Fire Mitigation and Restoration.
- Exterior and Interior.



- Sales

**Jackson Construction, Jackson, Tennessee 1994-2007**

- General construction duties including framing and finishing carpentry, tile installation, plumbing, HVAC and electrical.
- New Luxury Dwelling Construction Project Management
- Cantilever Construction on Steep Grades
- Multi-Family Dwelling Construction
- Planning and Design of Developments
- Large-Scale and Small-Scale Commercial Restaurant and Bar Renovation
- Restaurant and Bar Design and Layout
- Commercial Restroom Construction
- Commercial Assembly Place Building Codes Specialist

**Restoration Specialists, Inc, Jackson, Tennessee 1998 – 2004**

- Owner/operator.
- Specializing in renovations of residential dwelling and insurance restoration construction.
- Wind, Water and Fire Mitigation and Restoration

**McIntosh Development 1989 – 1991**

- General construction duties including framing and finishing carpentry

**S.M. Lawrence Company, Inc Mechanical Contractors 1986-1991**

- Residential HVAC, electrical, and plumbing. Installation of residential HVAC systems.
- Commercial HVAC, electrical and plumbing, including zone systems
- Commercial design and installation of HVAC systems
- Industrial design, installation and maintenance of HVAC systems and controls systems, including heavy load industrial chiller systems, variable air volume systems and pneumatic control systems.
- Troubleshooting, electrical and HVAC systems and diagnostics of performance.
- Residential, Commercial and Industrial Air Balancing
- Troubleshooting, electrical and HVAC systems and diagnostics of performance.
- Residential, Commercial and Industrial Air Balancing
- Certified by American Standard, Trane and Carrier as an installer and technician.
- Memphis State University in Co-op program with SML Inc. (Mechanical Engineering)

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**Professional Insurance Claims Experience**

**Licensed Independent Insurance Adjuster 2005 – Present**

- Kentucky, Indiana, Arkansas, Oklahoma, Texas, Louisiana, Mississippi, Alabama, Florida, Georgia, South Carolina, North Carolina, and Connecticut.

- Eligible in any state.
  - Thousands of successfully closed claims including residential property, commercial property, industrial, liability, retail liability, marine, total loss fire and water related, total loss commercial losses, bio-hazard losses.
  - Hundreds of successfully closed large loss residential and commercial claims including shopping centers, churches and industrial/warehousing buildings. Several claims in excess of \$2,000,000.00 loss.
  - Participation as an independent insurance adjuster in every major tropical event since 2005 in the US, as well as most wind and hail events during this time. Participation in wildfire catastrophe as well.
  - Trainer
- 

### **Professional Alternative Dispute Resolution Experience**

- Appraiser, Carrier and insured appointed, 2012 – 2021
  - 500+ appointments by insurers, 100+ appointments by insureds.
  - Umpire, 2015 – 2021
  - Years of experience successfully settling claims in litigation for insurers.
  - Years of experience in working on behalf of insurance carriers, with attorneys, public adjusters, and forensic engineers to find fair and honest settlements for my clients.
  - Years of ADR carrier training
  - Fair, ethical, and honest professional practices
  - Policy knowledge
  - Estimating software expertise.
  - Trainer
- 

### **Education and Certifications**

- State Farm Certified
- NFIP
- USAA Certified
- TWIA Certified
- IICRC – FSRT, WRT
- Licensed General Contractor (retired)
- Memphis State University, Non-traditional student. Mechanical Engineering
- HVAC Trade School
- Jackson State Community College, General Education.

**Andrew J. Fraraccio**

570 New Waverly Place, Suite 220, Cary, NC 27518  
Tel: 919.345.0548 / Fax: 866.369.1755 / email: [andyf@intrustclaims.com](mailto:andyf@intrustclaims.com)

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**Property Loss Consulting / Appraiser / Umpire / Loss of Business Income**

**Profile:**

Mr. Fraraccio carries 28 years of experience as independent insurance appraiser, umpire, adjuster, and property loss/business interruption consultant. Mr. Fraraccio also provides a diverse range of construction-related services with expertise in restoration and reconstruction of existing custom-built real property, and personal property. Mr. Fraraccio has served as an expert appraiser and umpire in hundreds of loss disputes nationally on behalf of individuals, insurers, and business-owners. He is responsible for Calculating Loss of Business Income, Project Management, Cost-Estimating, Scope Development, Damage Evaluations, Building Code-Compliance, Appraisal-Umpire Appointment, and Litigation Expertise. Among numerous selected achievements, Mr. Fraraccio served as umpire and appraiser for hundreds of large losses nationally, for commercial and residential structures, and contents. In addition, he settled several thousand business interruption losses and disputes throughout the United States, spanning 3 decades.

**Additional Selected Achievements**

Mr. Fraraccio developed and presented lectures and educational seminars to insurance carriers, law firms, and associations regarding property loss dispute resolution, appraisal, and arbitration. These educational seminars involve extensive research including state statutes and case laws, nationally. He is a nationally-recognized expert in litigated insurance claim disputes. He was also retained as an expert to settle scores of flood litigation claims for the NFIP and Write-Your-Own (WYO) insurance carriers.

Mr. Fraraccio has set industry standards in estimating software through research and Development of Digital Documentation Systems; also known as MS/B estimating system. He also set industry standards in the formatting and language used in captioned reports throughout the industry. He founded and principally operates Intrust Claim Servicing, Inc., a nationally-recognized dispute resolution and loss consulting firm.

**Education:**

Electronics Technology Degree: (3.84/4.0 G.P.A.): United Electronics Institute, Tampa, FL (1986)  
University of South Florida: Business Management Courses (1986-1990)  
St. Petersburg Jr. College: Business Management Courses (1991-1992)  
Manatee Jr. College: Business Management Courses, Technical-Writing, Physics 1-3, CAD and other engineering-related courses (1982-1983, 1988-1990)

Mr. Fraraccio's education and career experience also include Insurance Law, Electronic Engineering, and Research and Development.

**Licenses/Certifications:** Umpire Certification – FL WIND Network  
Appraiser Certification – FL WIND Network  
Independent Adjuster License, State of North Carolina (License #NPN 1290237)  
Independent Adjuster License, State of Florida  
Independent Adjuster License, State of Texas  
Independent Adjuster License, State of Alabama  
Independent Adjuster License, State of Georgia  
Independent Adjuster License, State of Louisiana  
Independent Adjuster License, State of Mississippi  
IICRC WRT Certification / IICRC Fire and Smoke Restoration Certification  
State Farm Flood Certification  
Former Member of National Association of Independent Insurance Adjusters (NAIIA)  
FEMA (DHS) Contractor Certification (Badge Number 7608306526)  
National Flood Insurance Program (NFIP) Large Commercial Certification (FCN 06010133)

**Experience:**

**3/2001 to Present: Intrust Claim Servicing, Inc. (ICS, Inc.)**

**CEO/Umpire/Appraiser**

Responsible for handling everyday operations and management of this national loss consulting, independent appraisal and umpire services firm. These responsibilities include consulting and settling multi-million dollar large loss disputes, hiring appraisers and umpires, training of management, field adjusters, case managers, software implementation and website management. Estimation for commercial and residential property damages resultant from these perils: water, fire/smoke, wind, mold, flood, vandalism, collapse, earth quake, and construction defects.

**10/2011 - Present: Advanced Adjusting, LTD.**  
**General Adjuster/Consultant**

Handled hundreds of large-loss flood claims for the NFIP and WYO carriers. Also, led the litigation team, handling and managing dozens of flood claims in litigation. Provided detailed protocols for, and settled many complex large losses for the company. Produced detailed scopes, exhibited estimating skills, produced presentations in negotiations with Attorneys and Public Adjusters for successful loss settlements.

**1/2007 to 12/2019: Insurance Claims Group, Inc.**  
**Consultant: Appraiser/Umpire**

Provided detailed protocols for settling many large losses for the company. Also settled many large losses in the capacity of appraiser. Detailed scope, estimating skills, presentation and negotiation to appraisers and appraisal-umpires in successful loss settlements. Provided these services to insurance carriers, individuals, and business-owners.

**5/2010 - 3/2011: Worley Catastrophe**  
**Consultant: Large Loss/Business Interruption**

BP Oil Spill: Advised and handled tens of thousands of large loss commercial Business Interruption claims throughout the Gulf of Mexico states (Texas, Louisiana, Mississippi, Alabama and Florida). Also supervised claims examiners and managed as liaison for several Florida panhandle offices.

**5/1993 to 3/2001: Self-employed Independent Insurance Adjuster**

During this 9 year period, Mr. Fraraccio worked as a daily claims adjuster and a catastrophe adjuster with an impeccable record for the following companies:

*Claim Adjustment Specialists, Inc., Global Claim Services, Inc., Catastrophe Specialists, Inc., B & H Claims Service, IMS Catastrophe Adjusters, Pilot Catastrophe Services, Inc., National Catastrophe Adjusters, Inc. (NCA), T.M. Mayfield & Co., Catastrophe Insurance Adjusters, Reid, Jones, McRorie & Williams, United Gates and Pylant, N&C Claims, Inc., Equity Claims, Inc., Resource Services, Inc., Worley Catastrophe Response, Insurance Claims Group, Inc.*

Mr. Fraraccio's professional experience with the above-listed companies covers claims concerning liability, appraisal losses, flood, hurricane, wind/hail, earthquake, freeze, and all other perils common throughout the continental United States.

**Estimating Software:** Xactimate / National Cost Estimator / Marshall & Swift / Simsol / Blue Book International

**Benevolence:** Mr. Fraraccio consistently volunteers his time and donates financial resources both locally and globally through various missions, helping the less fortunate improve their quality of life.

**Joseph T Harmon**

327 Meadow Branch Rd,  
Bean Station TN. 37708  
(228)-265-1910

Joseph@harmonclaimsservices.com

Website www.Harmonclaimsservices.com

Hello,

I would like to introduce myself my name is Joseph Harmon. I have moved to Bean Station TN. about 2 years ago, and I have just opened my company up. I own Harmon Claims Services. I am looking to only introduce myself and offer my services if needed. I have listed some of the things we do, and my qualifications. Feel free to contact us if we can help.

<b>Expert Construction Consultations</b>	<b>Xactimate Scope Review</b>	<b>Xactimate Data Entry</b>
<b>Insurance Appraiser/Umpire</b>	<b>Xactimate Estimate Writing</b>	<b>OSHA Safety Plans</b>
<b>Matterport 3D Camera for virtual walkthroughs or contents inventory</b>		<b>Contents Inventory</b>

<b>Coming soon Public Adjusting</b>	<b>Insurance Claims Review</b>
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**Licenses and Training**

1.MS. General Contractor License-	Issued June-15-2006
2.EPA Section 608 Certified-	Issued October-21-2016
3.OSHA 30-	Issued Febuary-14-2019
4.Construction Forklift Operator-	Issued April-1-2019
5.CIC Tower Crane Operator-	Issued May-1-2019
6.Rigging and Signaling Certification-	Issued November-12-2019
7.Fall protection Certification-	Issued November-12-2019
8.Public Adjuster Boot Camp-	Issued July-10-2020
9.P.L.A.N Appraiser Certified-	Issued June-30-2020
10.David Skipton's PA. Class-	Attended July-20-2020

**Related Experiences** -My family has been in the construction industry for as long as I can remember. Industries included drywall, painting, custom cabinets, HVAC, general contractor. My skillset is based on the construction industry.

**2002**-I was a trim carpenter for Westmoreland Contracting. I did all types of custom woodwork in high-end homes in Carolina trace Sandford NC. This was my afterschool/summer job until I graduated in 2004

**2004**-I worked for Hughes construction (Metal Framing Company). My duties included foremen and interior and exterior wall and blocking layout. I assisted in the construction of Cherokee Casino hotel 16 story addition in Cherokee NC, 2-5 story tower Hilton Garden Inn Duck head NC, and a 7-story dorm at Greensboro University in Greensboro Nc.

**2006**-Moved to Mississippi and got my General contractors License. I specialized in handyman small jobs, insurance claims, REO properties, custom remodels, new builds, spray foam, government work for navy base, government work for the VA Hospital, and Government work for the FAA for local airports. I covered Mississippi, Alabama, and Louisiana.

**Mid-2018**-Moved to Tennessee and I decided to take a job as a superintendent and tower crane operator for RGC INC. A prefabbed structural wall company out of garner NC. I have supervised the building of 2-3 story buildings and 2-4 story buildings In Rye, NY, 8-story ACH Marriott in Greenville SC, 3-5 story dorms in VA Tech College, a 13-story dorm in Penn State College. And started a 7 story in Detroit MI all before the Covid 19 Pandemic. I am currently training and expanding my area of expertise to take advantage of a new opportunity with insurance claims.

RE

**DAVID W. HILSDON, P.E.  
7975 SODERLUND DRIVE  
MILLINGTON, TN 38053**

**CONSULTING ENGINEER  
(901) 485-1071 Vox & Txt  
davidwhilsdonpe@gmail.com**

**SCHEDULE  
OF  
PROFESSIONAL SERVICE FEES  
AS  
EXPERT WITNESS**

**Effective Date:** July 3, 2022

**Re:** Professional Engineer Expert Forensic Witness - retainer, case investigation, evaluation, preparation, deposition, mediation, arbitration & court appearance/testimony, travel, expenses, etc.

**Non-Refundable Initial Commencement Retainer Fees for case file creation, preparation, correspondence, review & initial research:**

Fixed Fee Non-Refundable Litigation Commencement Retainer of \$1,250.00.

**Fees for case preparation, correspondence, review, research and travel  
Beyond initial non-refundable Commencement Retainer:**

Time (per tenth of hour

**STAFF:**

Principal Engineer (P.E.)	\$225/hour*
Senior Engineer (P.E.)	\$210/hour*
Junior Engineer (P.E.)	\$180/hour*
Engineer Intern (E.I.)	\$165/hour*
Forensic Technician	\$100/hour*
Administration	\$ 65/hour*

\*Minimum Trip Fee / Staff member \$1,000/Day

**OUTSOURCED SERVICES:**

Technical Consultants	Cost plus 15%
Third Party Services	Cost plus 15%



**Fees for Depositions & Court Appearances:**

1/2 Day - (8:00 until 12:00 Noon or fraction thereof) @ \$1,000 minimum per 1/2 Day.  
Plus Expenses.

Full Day - (8:00 A.M. past Noon until 5:00 P.M. or fraction thereof) @ \$1,450 minimum  
per Full Day, continuing after 5:00 PM at \$225 per hour rate.  
Plus Expenses.

**Expenses:**

- a. Travel - @ \$0.65/Mile (Auto)
- b. Travel - @ cost plus 25% (Airline, Public)
- c. Tolls & Parking - @ cost plus 25%
- b. Room & Meals - @ cost plus 25%
- c. Postage & Envelope - @ cost plus 25%
- d. Scan Docs to file (pdf format) & Email:
  - 24" x 36" @ \$10.00/sheet;
  - 8.5" x 11" @ \$0.50/sheet
- e. Reproduction, copies, prints:
  - 24"x 36" @ \$15.00/sheet;
  - 8.5"x11" B&W @\$0.25/sheet
  - 8.5" x 11" Color @ \$0.75/sheet
- f. Vehicle, Equipment, tool rental - @ cost plus 25%
- g. Outsourced Services - cost plus 15%

\*\*\* END \*\*\*



**MARY JO O'NEAL, Sr. GA Adjuster**  
**P.L.A.N. Certified Appraiser & Umpire, NFIP, CEA**  
2226 General Raines Dr., Murfreesboro, TN 37129  
615-849-6400  
Maryjo6400@aol.com

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### **SUMMARY OF QUALIFICATIONS**

- **Certified Appraiser with P.L.A.N. ( Property Loss Appraisal Network)**
- **Citizens of Florida – Commercial GA Adjuster**
- 19 yrs experience Independent Catastrophe Adjuster for various insurance companies with strengths in knowledge of various policies, state guidelines and policy limits.
- 31 yrs experience in the construction industry with outstanding customer service skills and a high level of ethics and professionalism.
- 42 yrs experience in Residential and Commercial Real Estate sales with extensive client communication and service skills, Nashville Metropolitan Area
- Enthusiastic team player/builder, outstanding communicator and negotiator, one-on-one and groups, written and oral.
- Creative problem solving: maximizing resources and time management.
- Computer skills in Xactimate, Simsol and MS Office products, including paperless file transfer protocols & wireless communication systems.
- State adjuster licenses; Florida, Texas, Louisiana & Georgia
- California Earthquake Accreditation (CEA) Certified.
- National Flood Insurance Program (NFIP) Certified large commercial, dwelling, mobile home, small commercial
- National Incident Management Systems (NIMS) and Incident Command System (ICS) training.
- E-RAILSAFE approved (certification to drive in rail yards)

### **PROFESSIONAL EXPERIENCE**

- **4 yrs experience as Senior Adjuster & Appraiser representing various carriers: Allstate, Encompass, and Esurance.**
- **Court appointed and/or selected umpire on numerous commercial & residential disputed claims throughout Tennessee and surrounding states with awards in excess of \$1.4 million. Invoked as umpire position to settle disputed claims on new auto dealerships, large chain restaurants, multi-unit condominium complexes, large building products retail center, large furniture retail stores, large city owned office & public works buildings, garage maintenance facilities and fire stations.**
- Flood catastrophe adjuster, certified since 2007 with 6 yrs flood adjusting experience in the field. Adjusted numerous claims in excess of \$1,000,000.00 in various states including TN, TX, LA, GA & MS
- Flood certified for Large commercial, dwelling, mobile home and small commercial claims.
- Evaluated damages, completed estimates, negotiated with policyholders or their contractors and settled claims in a professional manner with minimum or no supervision or file rejection.
- Managed multiple claim assignments, accomplished 1st contacts and set reserves within required time
- Consistently maintained priority of customer service skills along with time management in a highly pressurized, multi-tasking environment under emergency conditions.
- **Experience Sinkhole claims settling for Citizens of FL.**
- **Completed Citizens of FL Large Commercial Desk Adjuster training as a Commercial GA adjuster.**
- Experienced in adjusting commercial liability claims involving in-depth investigation of large commercial claims to establish cause or fault as well as bodily injury claims.
- Catastrophic Insurance Adjuster for Hurricanes Charile, Francis, Jean, Katrina, Wilma, Gustov, Ike, Irene, Sandy, Harvey, Irma, Michael etc., and Tropical Storm Dolly.
- Participated in settling claim assignments as an appraiser as well as selected as an umpire on various claims.
- Catastrophic Insurance Adjuster for Hurricanes, Hail, and Tornado events in TX, IN, KY, TN, MN, MO, FL, KS, NC, VA, NJ, LA, IA MS and Flood events in TN, MS, LA, TX, FL and IL.

- Liability Claims Adjuster (Personal Injury, Commercial, Residential & Automotive)

### CONSTRUCTION & REAL ESTATE

- Shared responsibility in floor plan selections and design with architectural changes, to setting and maintaining the construction budgets, overseeing the construction process and accomplishing the goal of higher profitability for the contracts.
- Assisted contractors with the overseeing of all phases of the building process while developing a working knowledge of residential construction.
- Managed multiple listings for sellers and builders/contractors while assisting multiple buyers in the selection, negotiation, loan qualification and closing process of all real estate transactions.
- Accomplished multi-million dollar sales awards several years in a row. Customer service as the main focus, with high ethical standards, professionalism and self-motivation attributing key factors.

### HISTORY

#### 2003 - Present

Adjusted for various independent adjusting companies since 2003 including, but not limited to, Worley Co., EA Renfro, Eberls, Pacesetter Claims, Team One, Bradley Stinson & Assoc., NCA, Administrative Strategies, Colonial Claims, RJMW & CIS Specialty Claims.

#### 1976 - 2018

Key Concepts Real Estate	2017 - Present
Bob Parks Realty, Murfreesboro, TN	2013 - 2017
Encore Real Estate Assoc.	2007 - 2010
Prudential - Rowland Real Estate	1999 - 2007
Bob Parks Realty, Murfreesboro, TN	1997 - 1999
Crye-Leike Realty, Murfreesboro, TN	1995 - 1997
Prudential Real Estate Assoc.	1987 - 1995
Mayes Real Estate	1979 - 1987
<b>General Contractor</b>	<b>1976 - 1989</b>

### EDUCATION & TRAINING

Certificate of Completion – Citizens of Florida Commercial DA Training Program (as a Commercial GA Adjuster)  
 Certificate, Flood Certified, (NFIP) Large Commercial, Dwelling, Mobil Home & Small Commercial  
 Certificate, Property Damage Course, Epps Insurance Training Program, Dallas, TX  
 Certificate, Earthquake Accreditation  
 Donan Engineering Roof Systems Course  
 Certificate, Insurance License for the State of Tennessee  
 Certificate, Auto Adjusting - Allstate  
 Certification of Completion - Adjusting Auto Flood & Hail Losses training  
 Certificate of Completion – Allstate Auto Adjusting Certification  
 Business Education, Middle Tennessee State University  
 Real Estate Fundamentals & Law, University of Tennessee

### ADJUSTING LICENSE & CERTIFICATION

NFIP Certified FCN#05080114 (including LG Commercial)  
 CEA California Earthquake Certified  
 Florida state adjusters License #E141507  
 Texas state adjusters License #1263631  
 Georgia state adjusters License #3335254

Louisiana State Adjusters License #522698  
 Allstate Auto Adjusting Certification  
 Tennessee Real Estate Affiliate Broker License  
 Tennessee Insurance License

### SPECIFIC INSURANCE ADJUSTING EXPERIENCE &/or CERTIFICATIONS

State Farm  
 USAA  
 Allstate (Property & Auto)  
 Citizens of Florida (GA Commercial & Property)  
 St Paul Travelers  
 USF&G  
 QBE & QBE 1st  
 Liberty Mutual – LMAC (Core Adj.)  
 NFIP Direct & various flood carriers & WYO co.'s  
 Consumers Insurance Co. & Continental Western Ins. Co. (commercial liability and auto liability claims)

Nationwide (Wind, Hail & Flood)  
 Citizens Of Florida  
 Tower Hill (wind & flood) (dwelling & commercial)  
 Shelter  
 Safeco  
 Farm Bureau  
 American Family  
 Guard Insurance (Commercial property loss claims)  
 Farmer's (Fire Ins. Exchange) Flood